



County of San Bernardino

**F A S**

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

|  |                                  |  |                                      |  |  |                               |
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| <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Change<br><input type="checkbox"/> Cancel  | Vendor Code<br><b>INLANDM912</b> | <b>SC</b>                              | Dept.<br><b>CTC</b>                  | <b>A</b>                               | Contract Number                              |                               |
| County Department<br><b>San Bernardino Superior Court</b>  |                                  |  | Dept.<br><b>NAL</b>                  | Orgn.<br><b>CTC</b>                    | CONTRACTOR's License No.                     |                               |
| County Department Contract Representative<br><b>Craig Congdon</b>  |                                  |  | Telephone<br><b>387-6644</b>         |  | Total Contract Amount<br><b>\$172,170.00</b> |                               |
| Contract Type<br><input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other: |                                  |  |                                      |  |  |                               |
| If not encumbered or revenue contract type, provide reason:  |                                  |  |                                      |  |  |                               |
| Commodity Code<br>Alternative Dispute<br>Resolution  |                                  | Contract Start Date<br><b>01/01/05</b> | Contract End Date<br><b>06/30/06</b> | Original Amount<br><b>\$172,170.00</b> | Amendment Amount                             |                               |
| Fund<br><b>SEF</b>   | Dept.<br><b>CAO</b>              | Organization<br><b>CAO</b>             | Appr.<br><b>200</b>                  | Obj/Rev Source<br><b>2445</b>          | GRC/PROJ/JOB No.<br><b>ARBCTC</b>            | Amount<br><b>\$172,170.00</b> |
| Fund   | Dept.                            | Organization                           | Appr.                                | Obj/Rev Source                         | GRC/PROJ/JOB No.                             | Amount                        |
| Fund   | Dept.                            | Organization                           | Appr.                                | Obj/Rev Source                         | GRC/PROJ/JOB No.                             | Amount                        |
| Project Name   |                                  |  |                                      | Estimated Payment Total by Fiscal Year |  |                               |
|  |                                  |  |                                      | FY                                     | Amount                                       | I/D                           |
| Alternate Dispute  |                                  |  |                                      | <b>05</b>                              | <b>\$57,390</b>                              | <b>I</b>                      |
| Resolution Services  |                                  |  |                                      | <b>06</b>                              | <b>\$114,780</b>                             | <b>I</b>                      |
|  |                                  |  |                                      |  |  |                               |
|  |                                  |  |                                      |  |  |                               |

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name Inland Fair Housing and Mediation Board hereinafter called CONTRACTOR

Address 1005 Begonia Avenue

Ontario, CA 91762

Telephone (909) 984-2254 Federal ID No. or Social Security No. 95-3639912

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## **AGREEMENT**

THIS AGREEMENT ("Agreement"), by and between the COUNTY and CONTRACTOR is made and entered into as of the date approved by COUNTY, the Agreement's effective date ("Effective Date").

## **WITNESSETH**

WHEREAS, the Dispute Resolution Programs Act of 1986 ("DRPA" and/or the "Act", as set forth in Business and Professions Code sections 465 et seq.) provides for the establishment and funding, at County option, of local dispute resolution programs. The purpose of the Act is to encourage the establishment and use of local dispute resolution services as an alternative to formal court proceedings. The Act authorizes participating counties to increase civil court filing fees from one to eight dollars for the purpose of funding the local dispute resolution programs; and,

WHEREAS, the COUNTY has established a dispute resolution program pursuant to the Act; and,

WHEREAS, funding is generated through fees for the filing of first papers in Superior Court actions. It is estimated that \$595,000 will be available in the coming fiscal year to fund programs of agencies complying with the standards set forth in both the Dispute Resolution Programs Act and its Regulations (contained in California Code of Regulations, Title 16, Chapter 36); and,

WHEREAS, the Superior Court of California in and for the County of San Bernardino (COURT) circulated a Request for Proposals to obtain applicants for delivery of dispute resolution services for San Bernardino County; and,

WHEREAS, CONTRACTOR is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this Agreement and the Exhibits which are part of this Agreement;

NOW, THEREFORE, it is mutually agreed as follows:

### **1. TERM**

The term of the Agreement shall begin on January 1, 2005, and end on June 30, 2006 ("Initial Term"). COUNTY has the option to extend the term of this Agreement on the same provisions and conditions, including compensation, for two (2) one-year periods ("Extended Terms") following expiration of the Initial Term, by COUNTY giving notice of its intention to exercise the option to CONTRACTOR at any time prior to the expiration of the preceding term.

### **2. NOTICE**

Notices or other communications to the parties as provided by this Agreement shall be given by United States Mail, postage prepaid, or by overnight national courier service as follows:

#### **TO COUNTY/COURT**

Tressa Kentner, Court Executive Officer  
Court Executive Office  
Superior Court of California  
172 W. Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0302

#### **TO CONTRACTOR**

Lynne Anderson, Executive Director  
Inland Fair Housing and Mediation Board  
1005 Begonia Avenue  
Ontario, CA 91762

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Notice shall be deemed to have been served three (3) COUNTY business days after it is deposited in the United States Mail, postage prepaid, or upon personal delivery by a courier service and addressed as above prescribed. The parties by notice given hereunder may designate different addresses to which subsequent notices or other communications will be sent. CONTRACTOR shall notify the COUNTY and COURT in writing, of any change in mailing address within five (5) COUNTY business days of the change.

**3. APPLICABLE LAWS AND VENUE**

CONTRACTOR shall provide its alternative dispute resolution ("ADR") services in accordance with the Act, the Regulations, and other applicable federal and state statutes, regulations, and directives and any changes or amendments thereto. The laws of the State of California shall govern this Agreement. The venue of any action or claim brought by any party to this Agreement will be the San Bernardino Court District of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

**4. DESCRIPTION OF SERVICES**

CONTRACTOR shall provide ADR services in the amount, type, and manner described in Exhibit A, SERVICES, attached hereto and incorporated herein by reference.

**5. STATUS OF CONTRACTOR**

**A.** In the performance of the Agreement, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee or agency exists between the parties hereto. CONTRACTOR and CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY or COURT. COUNTY is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies, defends and holds COUNTY and COURT harmless from any and all claims that may be made against COUNTY and COURT based upon any contention by any third party that an employer/employee relationship exists by reason of this Agreement.

**B.** If, in the performance of this Agreement, any third persons are employed by CONTRACTOR such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, and all other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY and COURT shall have no right or authority over such persons or the terms of such employment.

**C.** It is further understood and agreed that as an independent contractor and not an employee of COUNTY or COURT, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement whatsoever as a COUNTY or COURT employee, right to act on behalf of COUNTY or COURT in any capacity whatsoever as agent, nor to bind COUNTY or COURT to any obligation whatsoever.

**6. LICENSING, PERMITTING AND STAFFING**

**A.** CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, COUNTY, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement. CONTRACTOR will notify COUNTY and COURT immediately of loss or suspension of any such licenses and permits.

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**B.** CONTRACTOR agrees to furnish professional personnel in accordance with the Regulations, including all amendments thereto, issued by the State or COUNTY. CONTRACTOR shall operate continuously through the term of this Agreement with at least staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable law.

**C.** CONTRACTOR shall make available to the COUNTY and COURT, on request of the COUNTY or COURT, a list of the persons who will provide services under this Agreement. This list shall state the name, title, professional degree, and work experience of such persons.

**D.** CONTRACTOR will designate an individual to serve as the primary point of contact for the Agreement. CONTRACTOR's primary point of contact or designee must respond to COUNTY or COURT inquiries within two (2) COUNTY business days. CONTRACTOR shall not change the primary point of contact without written acknowledgement to the COURT.

**E.** CONTRACTOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

**7. OPERATION AND ADMINISTRATION**

**A.** CONTRACTOR agrees to furnish all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.

**B.** The Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments shall be maintained and retained by CONTRACTOR and made available for review and/or inspection by COUNTY or COURT at reasonable times during normal business hours.

**C.** The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

**D.** No news releases, advertisements, public announcements or photographs arising out of this Agreement or CONTRACTOR's relationship with COUNTY may be made or used without prior written approval of the COUNTY.

**8. PROGRAM REVIEW AND EVALUATION**

**A.** CONTRACTOR shall permit, at any reasonable time, personnel designated by the COUNTY's Administrative Officer or COURT to come on CONTRACTOR's premises for the purpose of making periodic inspections; CONTRACTOR shall furnish the COUNTY and COURT with such information as may be required to evaluate fiscal and program effectiveness of the services being rendered.

**B.** COUNTY's Administrative Officer or his/her designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY, for reimbursements required under this Agreement.

**C.** In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the CONTRACTOR shall notify the COURT within one- (1) COUNTY business day, by telephone and confirmed in writing within five- (5) days thereafter.

**D.** In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the CONTRACTOR shall notify the COUNTY within one- (1) working day, in writing and by telephone. In the event the COUNTY determines that CONTRACTOR's performance of its duties or

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other terms of this Agreement are deficient in any manner, COUNTY will notify CONTRACTOR of such deficiency in writing or orally, provided written confirmation is given within five- (5) days thereafter. CONTRACTOR shall remedy any deficiency within forty-eight- (48) hours of such notification, or COUNTY at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the CONTRACTOR under this Agreement or otherwise.

9. **RECORDS**

**A. Client Records:** CONTRACTOR shall maintain adequate client records on each individual client, which shall include records of client interviews and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

**B. Review Inspection and Retention of Records:** At reasonable times during normal business hours, COUNTY or the COUNTY's Administrative Officer and/or their appropriate audit agency or designees shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and timeliness of services performed and to audit and inspect any books and records including client records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. All pertinent records must be kept available within the State of California. Upon expiration or termination of this Agreement, all client service and financial records shall be kept for a minimum of four (4) years or until audit findings are resolved, whichever is later.

10. **COMPENSATION LIMITATIONS**

**A.** Attached to, and made a part of this Agreement is Exhibit, B, Budget, which shall be the basis for a limitation of payments by COUNTY to CONTRACTOR for the services described in this agreement. COUNTY shall pay to CONTRACTOR a matching sum amount not-to-exceed \$172,170 over the eighteen month contract period, paid based on monthly billing statements. This payment shall constitute full and complete compensation by the COUNTY for CONTRACTOR's services under this Agreement. Said compensation will be paid by COUNTY out of filing fee surcharges collected for the purpose of funding Alternative Dispute Resolution Program services.

**B.** Disbursement of payments to CONTRACTOR shall be made by monthly reimbursements, contingent upon COUNTY's receipt of a monthly summary statement for all previous months' expenditures that conform to the requirements of Exhibit B, Budget. Monthly expenditure reports shall be documented with "Audit Ready" supportive evidence of each expenditure and proof of payment. Reimbursement shall be limited to the total of approved properly documented expenditures. The CONTRACTOR and COUNTY acknowledge that the COUNTY's funding for these services is contingent upon receipts of sufficient funds from the collection of the civil filing fee to support the services described in this Agreement.

**C.** CONTRACTOR must submit said monthly expenditure reports by the tenth calendar day of every calendar month regardless of expenditure amount. After receipt by COUNTY of a properly documented expenditure, COUNTY will draw a warrant in favor of CONTRACTOR for approved expenditure amount. Expenditure reports received after the tenth (10<sup>th</sup>) calendar day of the month in which payment is requested may cause unavoidable delays in payment processing.

11. **CONFLICT OF INTEREST AND IMPROPER CONSIDERATION**

**A.** CONTRACTOR warrants that neither CONTRACTOR nor any of its officers or employees has any relationship with any member, officer, agent or employee of the COUNTY or COURT with respect to any direct or indirect financial interest in CONTRACTOR or any business entity or source of income, which could be financially affected by the performance of services required under this Agreement. CONTRACTOR shall make all reasonable efforts to ensure that no COUNTY or COURT officer or employee, whose position in the COUNTY or COURT enables him/her to influence any award of this Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Agreement or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR.

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**B.** CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY or COURT in an attempt to secure favorable treatment regarding this Agreement. The COUNTY, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY or COURT with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded. CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

**12. NON-DISCRIMINATION IN EMPLOYMENT**

**A.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. CONTRACTOR shall take action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, and age, physical or mental handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection or training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CONTRACTOR setting forth the provisions of the Equal Opportunity Clause.

**B.** CONTRACTOR shall, in all solicitations for advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, age, or physical or mental handicap.

**C.** CONTRACTOR shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The CONTRACTOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

**13. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**A. Indemnification**

The CONTRACTOR agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONTRACTOR's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

**B. Insurance Coverage**

Without in any way affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

**Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved self-insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this Agreement.

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If CONTRACTOR has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

**Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

**Errors and Omission Liability Insurance** – with limits of not less than one million (\$1,000,000) per claim or occurrence and three million (\$3,000,000) aggregate limits; or

**Professional Liability** — Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

**C. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and COURT and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**D. Waiver of Subrogation Rights**

The CONTRACTOR shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY and COURT, their officers, employees, agents, volunteers, vendors, and subcontractors.

**E. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

**F. Proof of Coverage**

The CONTRACTOR shall immediately furnish certificates of insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.

**G. Insurance Review**

The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager

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is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

#### **H. Failure to Have Insurance**

In the event COUNTY receives a notice of cancellation concerning any of the required policies, or should CONTRACTOR fail to have in effect the required coverage at any time during this Agreement, COUNTY may give notice to CONTRACTOR to immediately suspend all CONTRACTOR activities and/or notice to reinstate or acquire the affected coverage. Should CONTRACTOR fail to reinstate or acquire the affected coverage within ten (10) days of COUNTY's notice to reinstate or acquire such coverage, COUNTY, in its sole discretion, may either; (a) terminate this Agreement immediately upon written notice to CONTRACTOR, or, (b) reinstate or acquire the affected coverage, in which case CONTRACTOR shall reimburse COUNTY for the sum paid to reinstate or acquire the coverage. The sum paid by COUNTY shall be due from CONTRACTOR to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by CONTRACTOR. If CONTRACTOR fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future amounts due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Agreement. COUNTY shall forward to CONTRACTOR receipts and/or documentation supporting the amount withheld.

#### **I. No Liability**

COUNTY and COURT shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY and COURT as additional named insured is not intended to and shall not make it a partner or joint venturer with CONTRACTOR.

### **15. REPORTS, RECORDS, AND ACCOUNTS**

CONTRACTOR will submit reports and will maintain such records and accounts as COUNTY may require. Upon expiration or termination of this Agreement, all service and financial records shall be retained by CONTRACTOR in accordance with the terms and conditions set forth in Paragraph 9, RECORDS, of this Agreement. CONTRACTOR shall make all records available for COUNTY's and/or State's inspection during CONTRACTOR's normal business hours.

CONTRACTOR is required to arrange for an independent financial and compliance audit annually for each COUNTY fiscal year funds are received under this Agreement. An audit may also be conducted by State or local funding source agencies as part of the COUNTY's audit responsibilities. The results of the independent audit must be submitted to COUNTY within thirty- (30) days of completion. Within thirty- (30) days of the submittal of said audit report, CONTRACTOR shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding correction actions shall take place within six (6) months after receipt of the audit report. COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of CONTRACTOR. CONTRACTOR's staff will cooperate fully with authorized auditors when they conduct audits and examinations of CONTRACTOR's program. If indications of misappropriation or misapplication of the funds of this Agreement cause COUNTY to require a special audit, the cost of the audit will be encumbered and deducted from this Agreement budget. Should

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COUNTY subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Agreement budget. Should the special audit confirm misappropriate or misapplication, in the event COUNTY uses the judicial system to recover misappropriated or misapplied funds, CONTRACTOR shall reimburse COUNTY legal fees and court costs in addition to awards.

A. Right to Monitor and Audit - The COUNTY, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Agreement. CONTRACTOR shall give full cooperation, in any auditing or monitoring conducted. CONTRACTOR shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the COUNTY.

B. Availability of Records - All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a period of three years after final payment under the Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.

**16. REIMBURSEMENT LIMITATION**

CONTRACTOR shall not be required and is not authorized to incur costs in excess of reimbursement limitations set forth in Paragraph 10, COMPENSATION LIMITATIONS, of this Agreement.

**17. ASSIGNMENT AND SUBCONTRACTING**

Assignability - Without the prior written consent of the COUNTY, the agreement is not assignable by CONTRACTOR either in whole or in part.

Subcontracting - CONTRACTOR agrees not to enter into any subcontracting agreements for work contemplated under this Agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as CONTRACTOR. CONTRACTOR shall be fully responsible for the performance and payments of any subcontractor's contract.

**18. ALTERATIONS AND AMENDMENTS**

The parties agree that any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

**19. SUCCESSORS AND WAIVER**

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder.

**20. NO THIRD PARTY BENEFICIARIES**

This Agreement shall not be construed to confer any rights on any third party and no third party, whether a person or an entity, shall be entitled to bring any action hereunder.

**21. TERMINATION**

A. The COUNTY for its convenience may terminate in whole or in part upon thirty - (30) calendar day's written notice this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement

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shall be made. Such adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise. CONTRACTOR shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**B.** The COUNTY may terminate this Agreement, upon five (5) days written notice served upon CONTRACTOR, should CONTRACTOR fail to perform any of the covenants contained in this Agreement, in the time and manner specified. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. If CONTRACTOR materially fails to comply with any term of this Agreement, COUNTY may take one or more remedial actions including temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available. In such event, CONTRACTOR shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of aid termination to the extent that funds are available.

**C.** It is understood and agreed that COUNTY may immediately terminate or amend this Agreement if funds are not available to the COUNTY from external sources.

**D.** If this Agreement is terminated prior to a specified duration or in the event of non-renewal of contract services between CONTRACTOR or COUNTY, CONTRACTOR shall, within thirty (30) days of termination of this Agreement, declare to COUNTY any and all accounts receivable for clients and assign to COUNTY billings to all clients and/or payers for services rendered clients for which claims have been or are being made to COUNTY for reimbursement.

**22. MISCELLANEOUS PROVISIONS**

**Severability**

If any term or provision of this agreement is found to be illegal or unenforceable, this agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

**Waiver**

The omission by either party at any time to enforce any default or right, or to require performance of any of this agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

**National Labor Relations Board Certification**

By executing this agreement, CONTRACTOR certifies under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of the National Labor Relations Board. This provision shall be construed in accordance with Public Contracts Code Section 10296.

**Drug-Free Workplace**

CONTRACTOR certifies that it will provide a drug-free workplace as required by Government Code Sections 8355 through 8357.

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## **American with Disabilities Act**

By signing this agreement, CONTRACTOR assures the COUNTY that it complies with the Americans with Disabilities Act ("ADA") of 1990 (42USC Sec.012101 et seq.) that prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issues pursuant to the ADA.

### **23. EXTENT OF CONTRACTUAL DOCUMENTS**

This Agreement shall consist of this basic document and Exhibits A, B & C, attached hereto and incorporated into this Agreement:

### **24. JURY TRIAL WAIVER**

CONTRACTOR and COUNTY hereby waive their respective rights to trial, by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR on any matter arising out of, or in any way connected with this Agreement, the relationship of CONTRACTOR and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

### **25. EMPLOYMENT OF FORMER COUNTY OFFICIALS**

CONTRACTOR agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONTRACTOR. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit C, List of Former County Officials.)

### **26. EMPLOYMENT OF COUNTY EMPLOYEES**

The CONTRACTOR shall not employ any person currently working for the County on a permanent basis.

### **27. ATTORNEY FEES AND COSTS**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Paragraph 13A, Indemnification.

### **28. INACCURACIES OR MISREPRESENTATIONS**

If in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the CONTRACTOR may be terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

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**29. OWNERSHIP OF DOCUMENTS**

All documents, data, products, graphics, computer programs and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered property of the COUNTY upon payment for services. All such items shall be delivered to COUNTY at the completion of work under this Agreement, subject to the requirements of Paragraph 21, TERMINATION. Unless otherwise directed by COUNTY, CONTRACTOR may retain copies of such items.

**30. ARTWORK, PROOFS AND/OR NEGATIVES**

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the CONTRACTOR. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the CONTRACTOR will be barred from all future solicitations, for a period of at least six (6) months.

**31. CONSENT**

Whenever consent or approval of either party is required that party shall not unreasonably withhold or delay such consent or approval.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SAN BERNARDINO

Inland Fair Housing and Mediation Board  
(Print or type name of corporation, company, contractor, etc.)

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Dated: \_\_\_\_\_

Name Lynne Anderson  
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Title Executive Director  
(Print or Type)

Clerk of the Board of Supervisors  
of the County of San Bernardino.

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

Address 1005 Begonia Avenue  
Ontario, CA 91762

Approved as to Legal Form

Reviewed by Contract Compliance

Reviewed for Processing

► \_\_\_\_\_  
County Counsel

► \_\_\_\_\_

► \_\_\_\_\_  
Agency Administrator/CAO

Date \_\_\_\_\_  
196224.02

Date \_\_\_\_\_

Date \_\_\_\_\_

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EXHIBIT A  
SERVICES

From January 1, 2005 through June 30, 2006:

Under this agreement, Inland Fair Housing Mediation Board (IFHMB), a non-profit public service corporation, will provide dispute resolution services to furnish a fair and reasonable alternative to the formal litigation system in the Superior Court of California in and for the County of San Bernardino. The Contractor will assist individuals, businesses, organizations and municipal entities in resolving small claims and unlawful detainer matters, and also assist family law litigants in resolving issues filed or in the process of being filed as small claims or unlawful detainer actions (other than custody and visitation) through mediation. These disputes will be resolved by utilizing conciliation, mediation, and fact finding.

In order to accomplish the above, IFHMB will: 1) recruit and train volunteers in the techniques of conciliation, mediation, fact-finding, and arbitration; and 2) provide additional dispute resolution services as may be agreed upon by the Superior Court and the Contractor.

In order to serve the aforementioned Courts, IFHMB will seek for and train volunteers to serve in whatever in-kind donated spaces are available. The Contractor will also publicize and promote the use of alternative dispute resolution through San Bernardino County.

Notwithstanding any other term or provision of this Agreement, reimbursement for services rendered from January 1, 2005 through June 30, 2006 shall not exceed the amount of \$172,170 in matching funds, paid based on monthly statements.

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EXHIBIT B

BUDGET

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EXHIBIT C

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the Contractor, the date the Official entered Contractor's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION

CONTRACTOR does not employ and is not represented by any former County of San Bernardino administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business (as defined below). This includes former members of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit

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